THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS NO. J06135

FOR

PROVIDING GUARDIAN AD LITEM OR LEGAL COUNSEL FOR PARENTS SERVICES THROUGH THE FAMILY COURT OF THE THIRD JUDICIAL CIRCUIT DURING THE PERIOD

JULY 1, 2006 THROUGH JUNE 30, 2007

NOTE: If this solicitation document was downloaded through the internet, each interested person must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

MARCH 2006

March 10, 2006

To:

All Applicants

From:

Janell M. Kim

Financial Services Administrator

Subject:

Request for Proposals No. J06135

Guardian Ad Litem and/or Legal Counsel for Parents Services through the Family Court of the Third Circuit during the period July 1, 2006 through June 30, 2007

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Guardian Ad Litem and/or Legal Counsel for Parents Services for the Family Court of the Third Judicial Circuit during the period July 1, 2006 through June 30, 2007. The contract term will be for one (1) year, from July 1, 2006 through June 30, 2007. Contracts may be extended for another three (3) years, subject to appropriation and availability of funds, satisfactory performance of services by provider, and if deemed to be in the best interest of the Judiciary. Proposal application and contract award procedures shall be in accordance with Chapter 103D, Hawaii Revised Statutes, as amended.

Attached is a packet of materials which outlines the requirements for proposal applications. It includes the administrative requirements, service specifications, application form, and other information. This RFP is also available on our Judiciary web site at: http://www2.hawaii.gov/jud.

Persons or organizations must submit three (3) sets (Orig + 2 copies) of their completed proposals and they must be postmarked before midnight on May 19, 2006, or hand delivered by 4:00 p.m., Hawaii Standard Time, May 19, 2006, to the following address:

The Judiciary, State of Hawaii Fiscal Office, Support Services Office Kauikeaouli Hale (District Court Building) 1111 Alakea Street., 6th Floor Honolulu, HI 96813-2807

Proposals postmarked or hand delivered after the above date and times will not be considered and will be returned to the applicant.

Proposal application and contract award procedures shall be in accordance with Chapter 103D, Hawaii Revised Statutes, as amended. The actual funding of the contract will be based on the proposal applications submitted by the applicants and the services required by the Judiciary. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

Please contact Mr. Rodney Maeda, Third Judicial Circuit Family Court Director at (808) 322-8741 if you have any questions regarding this RFP. Contract questions may be directed to Kathleen Kim in the Contract & Purchasing Office at (808) 538-5805.

Janell M. Kim

Financial Services Administrator

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SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.1 INTRODUCTION

The Scope of Work contained herein describe the scope and nature of the work required of the Provider (hereinafter referred to as Guardian Ad Litem and Legal Counsel), who shall be engaged by the Judiciary, State of Hawaii (hereinafter referred to as the "Judiciary"), to provide guardian ad litem services on behalf of children and legal services for parents who are parties in Hawaii Revised Statutes Chapter 587 proceedings and other miscellaneous hearings involving children and parents which are heard in the Family Courts.

Under the provisions of the Child Protective Act, HRS Chapter 587, a guardian ad litem or counsel shall be appointed for such children or legal counsel may be appointed for parents. These services for children in need of protection and their parents via the contracting of services through an organization or independent provider will be purchased for the period covering July 1, 2006 thru June 30, 2007, with the option that the contract may be extended for three (3) additional twelve (12) month periods upon mutual agreement and in writing. The entire contract period shall not exceed a total of forty eight (48) months.

The instructions for submitting a proposal are intended to assist qualified organizations or person(s) interested in preparing proposals to conduct the work described herein.

1.2 SIGNIFICANT DATES

The significant dates for this project are as follows:

PROPOSALS DUE:	BY 4:00 p.m., H.S.T. or postmarked	d May 19, 2006		
CONTRACT TO BE AWARDED:	······································	July 1, 2006		
COMMENCEMENT OF WORK:		July 1, 2006		

SECTION TWO - SCOPE OF WORK

2.1 OBJECTIVES

The objective is to provide the Judiciary with legal counsel services for parents and guardian ad litem services for children and incapacitated parents in Hawaii Revised Statutes Chapter 587 proceedings and other related miscellaneous hearings which are heard in the Family Court. Non attorneys may apply to provide guardian ad litem services.

2.1.1. Guardian Ad Litem services will include but not be limited to the following:

- a. Act as an independent fact finder to ascertain the facts and circumstances of the child's situation.
- b. Ascertain the interests of the child, including maintaining a trusting relationship with the child via face-to-face contact in the child's family or foster home at least once every three months.
- c. Advocate for the best interests of the child, and for the prompt resolution of the child's situation.
- d. Seek cooperative resolutions to the child's situation.
- e. Provides written reports of findings and recommendations to the court and all parties at each hearing, unless otherwise waived by the court.
- f. Promptly provide a written report to the court if services are not being made available to the child and/or family or if the child is in an unsafe situation.
- g. Individuals who are not licensed.

2.1.2. Legal counsel will provide legal representation to parents of children in abuse/neglect cases.

- a. Inform parents of their rights and responsibilities in abuse/neglect cases.
- b. Counsel parents on their options and the consequences of their choices.
- c. Communicate with clients keeping them informed of all proceedings.
- d. Seek cooperative resolutions to the matter.
- e. Licensed to practice law in the State of Hawaii.

2.2 DEFINITIONS

For the purpose of this request for proposal, the following definitions shall be used:

Case - An action initiated under Hawaii Revised Statutes Chapter 587. A case involves a family unit (all children) of the same birth mother, regardless of paternity.

Independent Provider(s)- An individual(s) providing GAL/legal counsel services.

Organizations- Social service agencies, legal firms, etc.

2.3 QUALIFICATIONS

- a. Possess a graduate degree and necessary licenses in social work, psychology or a related field OR Licensed to practice law in the State of Hawaii. (Note: Any provider not licensed to practice law in the State of Hawaii will be considered only for Guardian Ad Litem services and will be responsible for obtaining and paying for legal representation when necessary).
- b. Completed or will complete the Judiciary Volunteer Guardian Ad Litem training within 90 days of initial contract execution which may include taking a pro bono case carrying it to conclusion. Completion of the Judiciary Volunteer Guardian Ad Litem training is required prior to receiving the first case assignment.
- c. Provide documentation or other evidence of a minimum of one year's experience in HRS Chapters 587, 571, 586, UCCJ, Divorce and/or Paternity cases.
- d. Will complete a minimum of 20 hours of training each fiscal year in areas such as dynamics of child abuse and neglect, child development, cultural competence, child sex abuse, sex offender treatment, family dynamics, domestic violence, and/or related areas.

2.4 SUMMARY OF SERVICE ACTIVITY

2.4.1. Family Court of the Third Judicial Circuit

- a. Cost proposals are requested by per case rate. Cost proposals shall include the number of cases being proposed. All proposals <u>shall include all applicable taxes</u> and shall be accompanied by current state and federal tax clearances and verification of insurance.
- b. All estimates shall be calculated on an annual basis.
- c. Contractors handling cases which is heard outside of their assigned area, Hilo or Kona, will be paid mileage at the rate of \$.44.5 a mile for travel cost for court appearances only. Contractors shall submit a State of Hawaii, Personal Automobile Mileage and Pre-tax Parking Voucher, form C-33 at the end of each month of travel.

2.4.1.1. Guardian Ad Litems

a. 300 cases - East Hawaii

b. 200 cases- West Hawaii

2.4.1.2. Legal Counsel

- a. 150 cases East Hawaii
- b. 100 cases West Hawaii

2.5 MANAGEMENT REQUIREMENTS

2.5.1 Personnel

- A. The GAL applicant shall provide consent for the Judiciary to conduct a Child Protective Services registry check. A confirmed report of child abuse or neglect will disqualify a GAL applicant from receiving a contract.
- B. The GAL applicant shall provide consent for the Judiciary to conduct a criminal history check. The GAL applicant shall be disqualified from receiving a contract if the applicant has been convicted of any felony or of a misdemeanor involving a "crime of violence" that "involves injury or threat of injury to the person of another."
- C. Individuals who are licensed to practice law in the State of Hawaii will be responsible for obtaining and paying for their own legal counsel as needed and/or required by case events or when personal representation is needed.

2.5.2. Quality Assurance and Evaluation

- d. The applicant shall have a quality assurance plan in place which will address what standards are used to assess or evaluate the quality and utilization of services.
- e. If selected, the Contractor will be expected to provide the Judiciary with statistical information regarding caseload, new cases by month, and terminations by month. Contractor shall provide any additional reports or information that the Judiciary may require.

SECTION THREE - SPECIAL PROVISIONS

3.1 SUBMITTAL OF PROPOSAL

All proposals shall be delivered as follows:

3.1.1. ONE (1) ORIGINAL and THREE (3) copies of their completed proposals shall be and they must be postmarked before midnight or hand delivered no later than 4:00 p.m. HST on May 19, 2006 and delivered to:

The Judiciary, State of Hawaii Fiscal & Support Services Office 1111 Alakea Street, 6th Floor Honolulu, Hawaii 96813-2807

Proposals postmarked or hand delivered after the above date and time will not be considered and will be returned to the applicant.

3.1.2. Requirement for Award. To be eligible for award, all prospective proposers will be contacted to submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

a) Tax Clearance

Pursuant to §103D-328, HRS, prior to the execution of the contract, the CONTRACTOR shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two moths old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site: http://www.state.hi.us/tax/2003/a6.pdf or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

b) Certificate of Compliance

Pursuant to §103D-310(c), HRS, prior to the execution of the contract, the CONTRACTOR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The

certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR offices. The DLIR will return the form to the CONTRACTOR which in turn shall submit it to the Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the CONTRACTORr, and must be submitted directly to the DLIR. and not the Judiciary.

c) Certificate in Good Standing

Hawaii Business. A business entity referred to as a "Hawaii Business", is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, CONTRACTOR shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate. A CONTRACTOR's status as sole proprietor or other business entity and its business street address indicated on the Application Form will be used to confirm that the CONTRACTOR is a Hawaii business

<u>Compliant non-Hawaii business</u>. A business entity referred to as a "compliant non Hawaii Business" is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, CONTRACTOR shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: www.BusinessRegistrations.com and follow the prompt instructions. To register or obtain a "*CERTIFICATE OF GOOD STANDING*" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "*CERTIFICATE OF GOOD STANDING*" is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. Offerors are advised that there are costs associated with registering (\$25.00 - \$100.00) and obtaining a "*CERTIFICATE OF GOOD STANDING*" (\$25.00) from the DCCA.

<u>Timely Submission of all Certificates</u>. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

Final Payment Requirements. In addition to a tax clearance certificate an original

- "CERTIFICATE OF GOOD STANDING for FINAL PAYMENT" (SPO Form 22) will be required for final payment. A copy of the form is also available at: http://www2.hawaii.gov/StateFormsFiles/form22.pdf
- 3.1.3. The CONTRACTOR shall provide the Judiciary with evidence that CONTRACTOR has a professional errors and omission liability insurance policy issued by a company authorized to do business in the State of Hawaii, in the minimum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per claim.
- 3.14. The proposal(s) shall be submitted to the Judiciary no later than the date and time indicated above in Section 1.2, SIGNIFICANT DATES.
- 3.1.5. Offerors will be notified by the appropriate Family Courts for any clarifications of their proposals, any discussions, or for submittal of any best and final offers.
- 3.1.6. Proposals received after the date specified above or at a location other than the location specified above will not be considered at this time for these cases. If there is a need for emergency or additional case coverage during the fiscal year, additional proposals will be accepted for evaluation and qualification. However, please note that non-submittal of proposals for this RFP will not preclude individual appointment of GAL or Counsel through the current case-by-case selection process established for the balance of court-appointed cases in the Family Courts and Circuit Courts.

3.2. EVALUATION CRITERIA

Proposals will be evaluated by the appropriate evaluation committee within the Family Court of the Third Judicial Circuit. The following elements of the proposal will provide the rating criteria to be used in determining the award of contracts, not necessarily in order of importance:

- 3.2.1. Qualifications and experience of firms or individuals in the fields of Family Law and/or Child Welfare related services.
- 3.2.2. Scope of Services to be provided.
- 3.2.3. Cost of Services.
- 3.2.4 Completeness of Proposal.

3.3 CONTRACT AWARDS

Awards will be made to responsible proposers whose proposals are determined in writing to be the most advantageous to the Judiciary taking into consideration price and the evaluation factors set forth in the requests for proposals.

Successful proposer's receiving an award shall be required to enter into a formal written contract. No performance or payment bond is required for this contract.

The Family Court reserve the right to reject any proposals and to waive any defects, when in the Division's opinion, such rejection or waiver is in the best interest of the Judiciary.

3.4 CONTRACT EXTENSION

3.4.1. Unless terminated, the contract may be extended for three (3) additional 12 month periods

past the initial period covered by this RFP, upon mutual agreement in writing, at least sixty (60) days prior to expiration of the contract and provided the contract price remains the same as the previous year's contract price or is negotiated and mutually agreed upon by each party. Should an extension to the contract be made, the Contractor shall be required to execute a supplement to the contract for the additional extension period. Any extension to the contract is subject to the availability of funds.

3.5. PAYMENT

3.5.1. Method Of Payment

The Family court, Third Judicial Circuit will compensate the Contractor in the following manner:

A. Compensation for Guardian Ad Litem cases shall be a follows:

1. New Cases

The Judiciary shall pay the Contractor the sum of TWO THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$2,100.00) for each new case assigned during the period from July 1, 2006 until June 30, 2007 for twelve (12) months of services. The CONTRACTOR shall be paid this sum upon assignment.

The Judiciary shall pay the Contractor the additional sum of ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$1,600.00) for an additional twelve (12) months of service. The CONTRACTOR shall be paid this sum beginning of the thirteenth (13th) month after the date of assignment.

Thereafter, The Judiciary shall pay the Contractor the sum of NINE HUNDRED AND NO/100 DOLLARS (\$900.00) and no more. The CONTRACTOR shall be paid this sum beginning of the twenty fifth (25^{th}) month after the date of assignment.

B. Compensation for Legal Counsel cases shall be as follows:

1. New Cases

The Judiciary shall pay the Contractor the sum of ONE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$1,700.00) for each new case assigned during the period from July 1, 2006 until June 30, 2007 for twelve (12) months of services. The CONTRACTOR shall be paid this sum upon assignment.

The Judiciary shall pay the Contractor the additional sum of ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$1,100.00) for an additional twelve (12) months of service. The CONTRACTOR shall be paid this sum beginning of the thirteenth (13th) month after the date of assignment.

Thereafter, The Judiciary shall pay the Contractor the sum of SIX HUNDRED AND NO/100 DOLLARS (\$600.00) and no more. The CONTRACTOR shall be paid this sum beginning of the twenty fifth (25th) month after the date of assignment.

C. Compensation for Permanent Plan Hearings during fourth year.

Guardian Ad Litem and Legal counsel shall be compensated in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day for up to two days or FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for Permanent Plan Hearings held from the thirty seventh (37th) month to conclusion of the case.

- D. Effective July 1, 2006, all cases assigned during prior contract years shall be subject to the above payment schedule.
- E. Cases still active and/or determined by the Judiciary to be a fourth year case of the contract period shall be assigned as a pro bono case in both guardian ad litem and/or legal counsel cases and shall be carried until conclusion, except as stated in item 3.5.1(C).
- F. In the event of an appeal in any new and/or carryover case, the CONTRACTOR shall continue providing services throughout the period of appeal, unless discharged by the Court.
- G. Each payment is contingent upon presentation of a written monthly invoice from the CONTRACTOR describing the work performed and stating that the work will be performed in accordance with the terms of the Agreement and that the CONTRACTOR is entitled to be paid. Each such monthly invoice shall be submitted by the tenth day of the month following the month for which payment is being requested and provided that each monthly invoice shall be approved by the Administrative Director of the Courts or a designee.
- H. Pursuant to Section 103-53, Hawaii Revised Statutes, prerequisite for final settlement of contracts with the State or subdivision thereof, the final payment for this Agreement shall be made upon receipt of a Federal and State of Hawaii tax clearance.
- I. Contractors handling cases which is heard outside of their assigned area, Hilo or Kona, will be paid mileage at the rate of \$.44.5 a mile for travel cost for court appearances only. Contractors shall submit a State of Hawaii, Personal Automobile Mileage and Pre-tax Parking Voucher, form C-33 at the end of each month of travel.

3.5.3. Termination for Lack of Funds.

Pursuant to Section 103-39, Hawaii Revised Statutes, except in certain instances no contract entered into between the Judiciary and the Contractor shall be binding or of any force unless the Judiciary Assistant Fiscal and Support Services Administrator certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If in the contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Financial Services Administrator is permitted to certify only that portion of the total funds required for the contract that is available since funds may not be allocated to satisfy the Judiciary's obligations for periodic payments in future fiscal periods. In such an event, the Judiciary will not be obligated to pay the net remainder of the agreed to consecutive periodic payments remaining unpaid beyond the end of the current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations.

3.6. PROFESSIONAL ERRORS AND OMISSIONS

CONTRACTOR understands that CONTRACTOR is subject to liability, under applicable law, for any professional errors and omission which may occur in connection with the performance of service

in connection to this Agreement.

CONTRACTOR shall obtain and keep in force throughout the period of this agreement, or any extension of service, a professional errors and omission liability insurance policy issued by a company authorized to do business in the State of Hawaii, in the minimum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per claim. CONTRACTOR shall furnish JUDICIARY with evidence that CONTRACTOR maintains such insurance.

SECTION FOUR - PROPOSAL

Please provide us with the following information on the APPLICATION FORM and on separate attachments.

4.1. APPLICATION FORM (See ATTACHMENT: STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST)

Offeror shall complete the "STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST" and attach any additional sheets. The application form requests the following information:

- a. General Information
- b. Professional Firm/Agency Affiliation(s)
- c. Education
- d. Jurisdiction Admitted to Practice (For Legal Counsel)
- e. Specialized Training/Continuing Education Completed or Attending
- f. Types and amount of Costs Charged: ("Reasonable Costs" is insufficient response. Please enumerate)
- g. Written narrative on role of GAL and/or Legal Counsel. (Note to exceed one page.)
- h. References

4.2. DESCRIPTION OF FIRM

The Offeror's background, staff, and work, previously conducted as outlined below:

4.2.1. Background

- a. Describe the nature of services provided by the company.
- b. Describe the firm's organization and how it manages the operation of its work.

4.2.2. Staff

Give the total number of full-time staff (if any) currently employed by the company in Hawaii by categories (services, professional, and other classifications, and office).

4.2.3. Previous Work

a. Describe any work done which is similar or related to the work called for by these specifications. Offeror shall disclose any potential conflict of interest which may affect the project. If there can be construed to be a potential conflict of interest, Contractor shall indicate how it can be minimized to safeguard the independence of this project.

4.3. RESOURCES TO BE USED

The resources that the Offeror intends to commit to the work, including names and qualifications of the company's personnel (if any), the scope of the work contemplated for and the amount of time to be devoted to each of the firm's personnel. Offeror may subcontract, hire or retain other personnel or practitioners to perform the work with written consent of the Judiciary.

4.4. COST OF WORK

Please indicate which Family Court you propose to provide services. Proposals shall include breakdown of expenditures budgeted for this project and shall include all applicable taxes.

4.5. WAGES

N/A

THE JUDICIARY, STATE OF HAWAII FAMILY COURT, THIRD JUDICIAL CIRCUIT REQUEST FOR PROPOSAL NO. J06135 STATEMENT OF QUALIFICATIONS AND EXPRESSION OF INTEREST FISCAL YEAR _____

Please answer all questions. Omissions of an item may delay the evaluation of your application 1. GENERAL INFORMATION

LAST NAME	FIRST	MIDDLE	OTHER NAMES USED			
BUSINESS ADDRES	ss		TELEPHONE NO.			
CITY	STATE	ZIPCODE	FACSIMILE NO.			
2. EMPLOYMEN	T HISTORY (Be	gin with present o	r last position)			
ADDRESS, PHON	IE NUMBER, EMP	LOYER		F	rom	To (Present)
3. EDUCATION						
NAME OF SCH	OOL	LOCA	ATION (CITY, STATE)	***************************************	DEGRE	E RECEIVED
4. JURISDICTION	N ADMITTED TO	O PRACTICE (FC	R LEGAL COUNSEL)		
JURISDICTION			DATE ADMITTED			

NUMBER
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THE COMPLETED STATEMENT OF QUALIFICATIONS AND EXPRESSIONS OF INTEREST FORM AND DOCUMENTS MUST BE SUBMITTED TO THE JUDICIARY AT THE ADDRESS AND BY THE DATE AND TIME DESIGNATED IN THE REQUEST FOR PROPOSALS.